

Exhibit M-M

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----x

STEVEN ITALIANO, JUNE GIOIA, SUSAN
WHITE, DOREEN VAZQUEZ, and
CHRIS PIERRE, individually and on
behalf of all others similarly situated,
Plaintiffs,

-against-

MIDLAND FUNDING, LLC, MIDLAND
FUNDING, LLC. doing business in
New York as MIDLAND FUNDING OF
DELAWARE, LLC, and MIDLAND
CREDIT MANAGEMENT, INC.,
Defendants.

-----x

5036 Jericho Turnpike
Commack, New York

May 18, 2015
10:26 a.m.

Examination Before Trial of the
Plaintiff, CHRISTOPHER PIERRE, s/h/a
CHRIS PIERRE, pursuant to Order, before
CINDY A. AFANADOR, a Notary Public of the
State of New York.

CINDY AFANADOR COURT REPORTING, INC.
516-491-2694
www.cindycourtreporting.com

1 Christopher Pierre

2 A. In 2010 was I supporting my
3 parents?

4 Q. Yes, either one or both, if they
5 were alive?

6 A. My mom was alive in 2010, but I
7 was not supporting her. I mean, what do you
8 mean by supporting her? Was she living with
9 me?

10 Q. No, monetarily.

11 A. No.

12 Q. Was your father alive then?

13 A. Not in 2010.

14 Q. Okay.

15 You give me the general basis of
16 your claims against my client in this lawsuit?

17 MR. BIANCO: Objection to the
18 form of the question.

19 You can answer.

20 A. Rubin & Rothman?

21 Q. Correct.

22 A. You want to know what my
23 objection is to them?

24 Q. I want to know the basis of your
25 claims against my client in this lawsuit, as

1 Christopher Pierre

2 you understand it.

3 A. It's my understanding that they
4 did not have enough evidence at the time to
5 bring forth that judgment against me.

6 Q. When you say "enough evidence,"
7 what do you mean by that?

8 MR. BIANCO: Objection to the
9 form of the question.

10 A. Well, I was -- a letter was sent
11 to me saying that I owed them money, but I
12 wasn't entirely sure that the amount was
13 right. I wasn't entirely sure that there was
14 enough evidence. I know I had a credit card,
15 but now that it was with Rubin & Rothman, I
16 wasn't entirely sure that, you know, the
17 numbers that they had were correct and things
18 like that too, but...

19 Q. Are you reading off something as
20 you answer that?

21 A. No.

22 Q. Okay.

23 A. I couldn't even see it there
24 without my glasses on.

25 MR. BIANCO: Just so you know

1 Christopher Pierre
2 didn't want it to go to judgment, that was my
3 big fear.

4 Q. When you say "it," was this a
5 Chase credit card?

6 A. Yes, I think -- yeah, it was a
7 Chase credit card.

8 Q. And you used that credit card?

9 A. Yes, I did use it.

10 Q. Did you default on payments on
11 that credit card?

12 MR. BIANCO: Objection to the
13 form of the question.

14 A. I don't recall.

15 Q. Did there come a time when Chase
16 advised you that use of that credit card was
17 terminated?

18 A. I don't recall. I just know that
19 they sent me, Rubin & Rothman, saying that
20 they assumed the -- that debt, so that's when
21 I realized that, obviously, this is going to
22 be something that they are going to be looking
23 for me to come to them for.

24 Q. Did you tell them that they had
25 the wrong person?

1 Christopher Pierre

2 A. No.

3 Q. Do you believe that you owed a
4 debt?

5 A. I believe I owed a debt. I just
6 don't know if that was the right amount.

7 Q. And do you recall what amount
8 they were trying to collect?

9 A. They told me approximately
10 \$7,000.

11 Q. Okay.
12 Did that number sound wrong to
13 you?

14 A. I didn't know. I just -- I
15 hadn't used the card in quite some time. I
16 didn't know what fees may have been attributed
17 to it. I didn't know if they were continually
18 charging me interest on it. I didn't know if
19 there were late fees. I don't know.

20 Q. Have you had credit cards other
21 than that Chase card?

22 A. Had I ever had?

23 Q. Right.

24 A. Yes.

25 Q. Are there late fees on those

1 Christopher Pierre

2 Q. No, no, that -- the first time
3 you spoke to them, why did you call them?

4 MR. BIANCO: Objection to the
5 form of the question.

6 Can you qualify them?

7 MR. ARLEO: Rubin & Rothman.

8 A. Why did I call them? They sent
9 me a letter in the mail saying I owed that
10 amount of money.

11 Q. So you called them in response to
12 a letter?

13 A. Yes.

14 Q. Not in response to a lawsuit that
15 Rubin & Rothman had filed?

16 A. No.

17 Q. Okay.

18 MR. ARLEO: Can I have this
19 marked as RR 1, please?

20 (RRP Exhibit 1, Document Bates
21 stamped R&R 000003, marked for
22 identification.)

23 Q. Can you take a look at that and
24 let me know when you are finished reading
25 that, please?

1 Christopher Pierre

2 Q. Okay.

3 Did you ever use that credit card
4 to pay any bills from that business?

5 A. No.

6 Q. Did that business -- did you
7 incur bills with that business?

8 A. I'm sure I did.

9 Q. And the years that you had that
10 business, if you can recall?

11 A. If I had to recall, I believe it
12 was 2011 to '14.

13 Q. Okay.

14 So you started the business in
15 2011?

16 A. To the best of my knowledge,
17 yeah.

18 Q. Would you say that it's safe to
19 conclude that the time you had started that
20 business, you no longer had that Chase credit
21 card to use?

22 A. I would say I did not have the
23 card available to me, yeah.

24 Q. Okay.

25 So you get a letter from Rubin &

1 Christopher Pierre
2 Rothman, you call them up and when did they
3 reference a judgment?

4 MR. BIANCO: Objection to the
5 form of the question.

6 Q. If you can recall.

7 MR. BIANCO: You can answer.

8 A. When I originally called them,
9 like I had said earlier, we agreed -- I had
10 told her that my wife had lost her job and
11 that I was willing to pay them a specific
12 monthly amount.

13 She had asked what, to the best
14 of my ability, I thought I can afford to pay.
15 And I had suggested \$100, which I was told
16 would be sufficient and we would -- it would
17 be temporary. I had paid the \$100 a month
18 until I was served with an order to go to
19 court and I was confused.

20 Q. Okay --

21 A. And I said, I don't understand
22 why we are going to court if I'm paying you
23 and agreed to pay you the \$100 a month.

24 Q. Why don't we hold off on that
25 court document until we -- there are missing

1 Christopher Pierre
2 pages.

3 A. Okay.

4 MR. ARLEO: Can we have this
5 marked as RRP 2.

6 (Exhibit RRP 2, Document Bates
7 stamped R&R 000036, marked for
8 identification.)

9 Q. Mr. Pierre, can you take a look
10 at what's been marked as RRP 2, please?

11 A. (Witness reviewing.)

12 Okay.

13 Q. And do you know, have you ever
14 seen that document before?

15 A. Yes, I do remember getting some
16 type of a document from -- not from Midland,
17 though. I don't remember this from Midland.
18 The only thing that really I can remember is
19 my direct dealings with Rubin & Rothman. I
20 don't remember anything as far as what --
21 Midland Funding.

22 Q. Did you ever speak to Midland
23 Funding prior to the time you spoke to Rubin &
24 Rothman?

25 MR. BIANCO: Objection to the

1 Christopher Pierre
2 form of the question.

3 You can answer.

4 A. I don't remember. I have no
5 knowledge of remembering them. All my
6 rememberings in regards to this is through
7 Rubin & Rothman.

8 Q. Okay.

9 And again, the document is RRP 2.
10 It's an agreement between Midland Funding and
11 you, whereby you would pay \$100 a month
12 towards the balance of \$6,997.74, and that's
13 dated 12/15/2010. Do you remember if you
14 signed this document?

15 A. This is from Midland not from
16 Rubin & Rothman.

17 Q. Well, I believe this is from
18 Rubin & Rothman and it references that
19 creditor is Midland Funding. The first letter
20 you got from Rubin & Rothman is dated December
21 8, 2010 and this is --

22 A. Right.

23 Q. -- dated December 15th?

24 A. December 15th.

25 Q. So --

1 Christopher Pierre
2 Midland Funding and, you know, everything --

3 Q. You see the bottom, it says,
4 "Rubin & Rothman, LLC, attorneys for
5 creditor"?

6 A. Yes, but they are also not on the
7 top part letterhead and all my dealings I
8 remember dealing with just that, not
9 necessarily coming from other than that
10 letterhead.

11 Q. Okay, but in that agreement,
12 RRP 2, the \$100, was that the terms that you
13 wanted to --

14 A. With Rubin & Rothman, yes.

15 Q. Right, okay.

16 Now, when you said they didn't
17 have evidence, what specific evidence do you
18 believe they needed in order to come and
19 collect this debt from you in a proper manner?

20 MR. BIANCO: Objection.

21 Interpose a privilege objection.

22 DI If you have an independent
23 understanding of what evidence is
24 required from Rubin & Rothman or from
25 Midland to file a lawsuit or collect a

1 Christopher Pierre
2 debt, that's fine. If your
3 understanding comes from me or Alan, I
4 instruct you not to answer.

5 A. Yes, I will not answer that.

6 Q. So you learned allegedly, that
7 there wasn't any evidence, from your
8 attorneys?

9 MR. BIANCO: Yes or no answer.
10 You can answer that question.

11 A. Everything I learned regarding
12 that was through discussions with my attorney.

13 Q. Have you alleged that allegation
14 in your complaint?

15 MR. BIANCO: Objection to the
16 form of the question.

17 What allegation?

18 MR. ARLEO: You know what, we are
19 going to have to get a ruling on this,
20 because you are not letting him answer
21 questions concerning his second amended
22 class action complaint, because you are
23 claiming it's attorney/client privilege
24 and I respectfully disagree with you.

25 He is a proposed class

1 Christopher Pierre

2 MR. BIANCO: Objection to the
3 form of the question.

4 You can respond.

5 A. The laws?

6 Q. The laws my client violated
7 pursuant to your complaint?

8 MR. BIANCO: Objection to the
9 form of the question.

10 You can answer, if you know.

11 A. No, not specifically. I just --
12 I have an understanding that there was not
13 enough evidence at the time, but I also have
14 other things that really made me feel as
15 though that I was completely wronged. And to
16 be honest with you, the things that happened
17 in that regard I feel were far worse than
18 what, you know, this other portion of the...

19 Q. So let's take this into two
20 boxes. The first box is the allegation that
21 my client didn't have enough evidence to file
22 this lawsuit?

23 A. Yes, that bothered me.

24 Q. That's the basis of this class
25 action complaint?

1 Christopher Pierre

2 A. Yes.

3 Q. Okay.

4 Yet, there's other things that
5 happened to you that were more egregious to
6 you?

7 A. Well, from a personal level, I
8 felt as though that I was taken advantage of
9 and wronged and in response to the fact that I
10 wasn't entirely sure they had enough evidence
11 with the time, coupled with the fact that
12 their -- the way they went about pursuing it,
13 actually made the whole situation so far
14 worse.

15 Q. Okay.

16 So when you say the way they went
17 to pursue it, are you talking about all the
18 telephone conversations you had with them?

19 MR. BIANCO: Objection to the
20 form of the question.

21 You can answer.

22 A. Yes.

23 Q. And those telephone conversations
24 are separate than any letter that they may
25 have sent you?

1 Christopher Pierre
2 documents to support that?

3 MR. BIANCO: Objection to the
4 form of the question.

5 You can answer.

6 A. It's because they didn't provide
7 any -- I'm assuming that's what the number is.

8 Q. Okay.

9 When you first got that letter,
10 did you ask for any proof?

11 A. I don't recall.

12 Q. So you are not saying you didn't
13 owe money, you just didn't know the amount
14 that you owed?

15 MR. BIANCO: Objection to form.

16 A. That's correct.

17 MR. BIANCO: You can answer.

18 Q. When you made the credit card
19 payments, did you ever note any information in
20 the memos of the checks, if you can recall?

21 MR. BIANCO: Objection to the
22 form of the question.

23 You can answer.

24 A. I would assume that I put the
25 account number for the Chase.

1 Christopher Pierre

2 A. So what happened was I was paying
3 the \$100 a month, and when I was served that a
4 judgment was going to be levied against me and
5 I had to go to court, I called them up and
6 said, I am very confused. I had been paying
7 the \$100 a month and I don't understand why it
8 got to this, when you said if I continue to
9 pay the \$100 a month it wouldn't get to this.

10 And Storm informed me that just
11 like it said there, you have a temporary
12 agreement in place with us for \$100 a month.
13 There is no need to attend the district court,
14 as a matter of fact, I am not going, just
15 disregard the paper to go to court. Just
16 continue to pay your \$100 a month.

17 So I did. And then I got notice
18 in the mail that it was a judgment against me.
19 I was thoroughly confused how this happened.
20 They levied a judgment against me, so I sort
21 of lost faith in Storm, because I got the
22 impression she did that purposely.

23 So I went straight to district
24 court and said, I'm very confused. I spoke to
25 the clerk behind the desk, how did this get to

1 Christopher Pierre
2 this? And she said you were supposed to be in
3 court. And I said well, I spoke to the person
4 and she said I didn't have to be here, that's
5 why I didn't come, I could have come that day.
6 She goes, it happens all the time and they
7 threw me some papers out. She said you have
8 to fill this out.

9 And if I am not mistaken, I think
10 that was something, an Order to Show Cause
11 was -- and I had to fill out that paperwork
12 and send it back in. So I was very confused
13 and I felt as though I was lied to and taken
14 advantage of when she specifically told me not
15 to go.

16 Q. Now, you filled out the Order to
17 Show Cause, to your knowledge, did they vacate
18 the judgment?

19 A. To the best of my -- it was
20 interesting. I believe they vacated the
21 judgment and Storm didn't call me back.
22 Somebody else from Rubin & Rothman called me
23 back. I don't remember who it was. Said
24 Storm was not assigned to the case anymore.

25 That may have been, and I can't

1 Christopher Pierre
2 say for certain, but it may have been Shari
3 and she said we are actually going to take
4 \$2,000 off. So we are going to take your 6985
5 or whatever was due at that point, we are
6 going to reduce it to \$5,000, and as long as
7 you pay the \$100 a month, we won't take you
8 back to court.

9 So I was very confused, to be
10 honest with you. I don't know who to trust
11 there anymore, because I thought in speaking
12 with Storm I had a pretty good rapport with
13 her and now speaking to somebody else and her
14 being removed from my case, I didn't feel very
15 confident that I was going to be given the
16 right information, so I just continued the
17 \$100 a month.

18 Q. Did that next person you spoke
19 to, did she apologize to you for what
20 happened?

21 A. No. I was very angry about it
22 and I said, I don't understand how it got to
23 this. You know I am paying you and yet, you
24 are still bringing a judgment against me. I
25 don't know. And she never apologized or he.

1 Christopher Pierre
2 understanding that it's your knowledge.

3 A. To my knowledge, that based on
4 what my case was, that this was -- has been an
5 ongoing thing with Rubin & Rothman and Midland
6 and they've been doing this to I'm told a lot
7 of people. And based on what I've gone
8 through, I would like to see it end. I would
9 like to see them actually not have the
10 opportunity to do this to anybody else,
11 truthfully.

12 Q. When you say "do this," do you
13 mean what happened with you when they told you
14 you didn't have to go?

15 A. Well, definitely that.
16 Definitely that, but in the case too where
17 they were actually quite possibly bringing a
18 lot of these class action or these judgments
19 to people who maybe not necessarily didn't
20 deserve to.

21 Q. Because they were the wrong
22 person?

23 A. I don't know.

24 Q. But in your case, were you the
25 wrong person?

1 Christopher Pierre

2 A. I was the right person, I just
3 don't know if, you know, they said all the
4 evidence necessary to get to a point where it
5 should have been a judgment.

6 Q. Okay.

7 Do you know who the members of
8 your class are?

9 MR. BIANCO: Objection to the
10 form of the question.

11 You can answer.

12 A. No.

13 Q. Do you know where they are
14 located?

15 A. No.

16 Q. Would you agree to settle your
17 claims presently in this lawsuit?

18 A. Agree to settle it?

19 Q. Yes.

20 A. I haven't thought -- well,
21 possibly. I don't know. I would have to
22 speak to my attorney about it. I don't know.

23 Q. Were you ever terminated from a
24 job?

25 MR. BIANCO: Objection to the

1 Christopher Pierre
2 Toyota, as a matter of fact. I
3 was involved with a Toyota -- it was a class
4 action suit against Toyota.

5 Q. You were a member of the class?

6 A. Yeah. I got nothing. I should
7 have.

8 Q. Have you ever been promised any
9 money in this case?

10 A. No.

11 MR. ARLEO: Ben, can we take a
12 two-minute break so I can speak to
13 Mr. Schwartz?

14 MR. BIANCO: Sure.

15 (Recess taken.)

16 BY MR. ARLEO:

17 Q. Mr. Pierre, I think we were
18 talking about when you went to court and filed
19 the Order to Show Cause, correct?

20 A. Yes.

21 Q. How did you learn a judgment was
22 entered against you?

23 A. I believe it came in the mail.

24 Q. Okay.

25 A. Yeah.

1 Christopher Pierre

2 Q. Did they garnish your wages
3 pursuant to the judgment?

4 A. No.

5 Q. Did they attach your bank
6 accounts?

7 A. No.

8 Q. Okay.

9 Did they -- did Rubin & Rothman
10 attempt to enforce that judgment in any way
11 whatsoever?

12 A. After the -- after I got that?

13 Q. At any time.

14 A. I don't know.

15 Q. Okay.

16 But at any time since you first
17 learned that Rubin & Rothman was handling this
18 claim up until today, they've never garnished
19 your wages?

20 A. No.

21 Q. Or attached to any bank account?

22 A. No. What happened is that
23 occasionally, I -- I don't get a statement
24 from them. So I have to call up and find out
25 what my balance is. As a matter of fact, I

1 Christopher Pierre

2 A. That she was suing?

3 Q. Yes.

4 A. Not to my knowledge.

5 Q. Do you know if she ever sued a
6 creditor?

7 MR. BIANCO: Objection to the
8 form of the question.

9 You can answer.

10 A. I don't know.

11 Q. But for as long as you were
12 married, you are not aware that she sued a
13 credit card company?

14 A. Correct, yeah. Definitely.

15 Q. And you haven't filed bankruptcy?

16 A. No.

17 Q. Now, I want to make sure, you
18 live at 25 Audubon Avenue in Holbrook,
19 New York, how long have you lived there?

20 A. Since October of 2000.

21 Q. Have you ever resided at another
22 address from October of 2000 until the
23 present?

24 A. No.

25 Q. Okay.

1 Christopher Pierre
2 are prepared to discuss all relevant facts and
3 circumstances regarding your allegations in
4 the second amended complaint; do you see that
5 in there?

6 A. Yes, I do.

7 Q. Are you prepared to do that?

8 A. I am.

9 Q. Very good.

10 You can put that aside.

11 I have no need for that.

12 I'm going to show you we are
13 going to mark MCMP 2.

14 (MCMP Exhibit 2, Document Bates
15 stamped MCM-0007, marked for
16 identification.)

17 Q. I am handing the deponent,
18 Mr. Pierre, a copy of MCMP 2, which I will
19 represent is a letter from Midland Credit
20 Management dated September 26, 2010 to
21 Mr. Pierre; do you have that in front of you?

22 A. I do.

23 Q. Okay.

24 Is that your -- in the address
25 section, is that your name, Chris Pierre?

1 Christopher Pierre

2 A. Yes.

3 Q. Underneath it it says, "25
4 Audubon Avenue, Holbrook, New York
5 11741-2307"; do you see that?

6 A. I do.

7 Q. Is that your mailing address?

8 A. It is.

9 Q. And you resided -- in September
10 26, 2010, you resided at that address,
11 correct?

12 A. In September 26th of 2010?

13 Q. Correct.

14 A. Yes.

15 Q. When -- do you receive mail at
16 any other address?

17 A. For a while I did, but it
18 wasn't -- it was through the company I owned.

19 Q. Okay.

20 But as far as any mail that would
21 be addressed to you personally and not your
22 company, would that mail go to your residence?

23 A. Yes.

24 Q. Who opens the mail at your house,
25 if something comes in your name, Chris Pierre,

1 Christopher Pierre

2 does your wife open it, do you?

3 A. Both of us, actually.

4 Q. Okay.

5 I wanted you to take a look at
6 this letter, because it identifies in the top,
7 there is a box and at the top -- the box says
8 MCM account number; do you see that?

9 A. I do.

10 Q. And it identifies the original
11 creditor. Could you tell me who that original
12 creditor is?

13 A. It states Chase Bank USA NA.

14 Q. And it provides a current
15 balance; do you see that?

16 A. Yes, I do.

17 Q. What is the balance?

18 A. It states \$6,982.82.

19 Q. Now, we go down the letter, it
20 says -- beneath the box says, "Notice of New
21 Ownership and Prelegal Review. Dear Chris
22 Pierre."

23 The next paragraph, tell me when
24 you've read that.

25 A. (Witness reviewing.)

1 Christopher Pierre

2 Okay.

3 Q. It says in this paragraph, I want
4 to make sure I read it accurately. "Midland
5 Funding, LLC recently purchased your Chase
6 Bank USA NA account and Midland Credit
7 Management, a debt collection company, is the
8 servicer of this obligation."

9 Did I read that correctly?

10 A. You did.

11 Q. Let me ask you: What do you
12 think that means?

13 MR. BIANCO: Objection to the
14 form of the question.

15 You can answer.

16 A. I'm assuming that you took over
17 the account or the balance from Chase.

18 Q. Let me make sure we are clear.
19 You are saying that this letter states that
20 Midland Funding purchased -- bought your Chase
21 Bank USA debt and that Midland Credit
22 Management is collecting on it?

23 MR. BIANCO: Objection to the
24 form of the question.

25 A. I'm not sure. I'm just assuming

1 Christopher Pierre

2 number, please?

3 A. 7220.

4 Q. Now, it also has the previous
5 balance, which is in the top right box; says,
6 "previous balance"; do you see that?

7 A. I do.

8 Q. And is that number, \$6,980.53?

9 A. It is.

10 Q. Now, I'm going to ask you: Do
11 you have any recollection of receiving this
12 Midland Credit Management letter of September
13 26, 2010?

14 A. I do not.

15 Q. Okay.

16 When you get letters in the mail
17 from collectors, those kind of things, do you
18 keep those, do you have a file?

19 MR. BIANCO: Objection to the
20 form of the question.

21 You can answer.

22 A. Not really. I mean the ones
23 that -- let's see.

24 Do I keep them?

25 If I'm currently paying them, if

1 Christopher Pierre
2 a balance is not being deducted from it, then
3 no, not necessarily. I will say I paid that
4 already, it was sent in already, I took care
5 of that one.

6 Q. But during this time when this
7 letter would have been sent, you were already
8 being sued on several other debts that you
9 didn't pay from -- I think the two that we
10 referenced occurred prior to September 26,
11 2010, correct?

12 A. I don't know. Does that fall in
13 those lines when you got that?

14 Q. I'm trying to figure out.
15 If I were to ask you to go back
16 and look through any documents you have, you
17 wouldn't be able to find this letter?

18 A. No.

19 Q. Do you have any reason to believe
20 this letter was not sent to you?

21 A. Any reason?

22 Q. Yes.

23 A. No, I don't have any reason to
24 believe it wasn't sent.

25 Q. You might have gotten it, you

1 Christopher Pierre

2 might not have?

3 A. Correct.

4 Q. Now, I want you to turn to MCM --
5 well, it's marked at the bottom MCM 0008 of
6 MCMP 2, it's the second page.

7 A. Okay.

8 Q. I know, it's small.

9 Now, it says -- I'm going down
10 one, two -- it's below the box, one, two --
11 it's the second paragraph beginning with
12 "Unless." I am going to read it to you.

13 "Unless you notify MCM within 30
14 days after receiving this notice that you
15 dispute the validity of the debt or any
16 portion thereof, MCM will assume this debt to
17 be valid."

18 Do you see that? Did I read that
19 correctly?

20 A. You did.

21 Q. I'm going to read the next
22 paragraph.

23 "If you notify MCM in writing
24 within 30 days after receiving this notice
25 that the debt or any portion thereof is

1 Christopher Pierre

2 Q. Okay.

3 So I'm going to represent to you
4 that what's been marked MCMP 3 is part of a
5 bill of sale, but it says bill of sale of a
6 Chase Bank USA, identified as the seller of
7 the purchase of accounts to Midland Funding,
8 LLC. When you look through that -- and do you
9 see anything there that you disagree with?

10 MR. BIANCO: Objection to the
11 form of the question.

12 A. Are you asking me?

13 Q. I will ask a better question.

14 Do you understand what the first
15 paragraph says?

16 A. That you purchased the account
17 from Chase Bank.

18 Q. Okay.

19 And when we say the account, are
20 we talking about your account?

21 A. No, the credit card account. The
22 balance, right?

23 Q. Okay.

24 I want to understand.

25 So this document is part of the

1 Christopher Pierre
2 documents that show that Midland Funding
3 purchased your credit card account, your Chase
4 Bank account from Chase Bank; is that accurate
5 or not?

6 MR. BIANCO: Objection to the
7 form of the question.

8 You can answer.

9 A. I'm assuming that's what it is.

10 Q. Okay.

11 Now, the only other question I
12 have for this is -- this is the last
13 paragraph, okay, it says "With respect to
14 account information for the accounts listed in
15 the final data file, seller represents and
16 warrants to purchaser that (i) the account
17 information is complete and accurate. (ii)
18 the account information constitutes seller's
19 own business records and accurately reflects
20 in all material respects the information in
21 seller's database. (iii) the account
22 information was kept in the regular course of
23 business. (iv) the account information was
24 made at or near the time, by or from
25 information transmitted by a person with

1 Christopher Pierre
2 knowledge of the data entered into and
3 maintained in the seller's database; and (v)
4 it is the regular practice of seller's
5 business to maintain and compile such data."

6 I want you read that.

7 What do you think that means?

8 MR. BIANCO: Objection to the
9 form of the question.

10 You can answer.

11 A. I'm assuming that before Chase
12 sold you the account that they are stating
13 that all the information it pertains to it is
14 true and up to date.

15 Q. Okay.

16 I want you to turn to it, it's
17 MCM 0004 in MCMP 3.

18 A. Okay.

19 Q. Now, at the top of this form it
20 says field and field data; do you see that?

21 A. I do.

22 Q. And you will see that last name
23 there identifies Pierre and the first name
24 identifies Chris, correct?

25 A. Correct.

1 Christopher Pierre
2 knowledge of the data entered into and
3 maintained in the seller's database; and (v)
4 it is the regular practice of seller's
5 business to maintain and compile such data."

6 I want you read that.

7 What do you think that means?

8 MR. BIANCO: Objection to the
9 form of the question.

10 You can answer.

11 A. I'm assuming that before Chase
12 sold you the account that they are stating
13 that all the information it pertains to it is
14 true and up to date.

15 Q. Okay.

16 I want you to turn to it, it's
17 MCM 0004 in MCMP 3.

18 A. Okay.

19 Q. Now, at the top of this form it
20 says field and field data; do you see that?

21 A. I do.

22 Q. And you will see that last name
23 there identifies Pierre and the first name
24 identifies Chris, correct?

25 A. Correct.

1 Christopher Pierre

2 Q. Okay.

3 Then it has an account number;
4 could you read the last -- it's redacted, but
5 there are four digits; can you read that?

6 A. The last four are 7220.

7 Q. Now, do you remember looking at
8 MCMP 2, the letter from Midland Credit
9 Management? Keep that page open. I want you
10 to take that page, go to the third page of the
11 letter and I think you testified earlier that
12 there was a redacted account number there; do
13 you see that?

14 A. I do.

15 Q. Is that the same last four digits
16 as in the field data on MCMP 3?

17 A. It is.

18 Q. It is, okay.

19 Now, also, it shows the sale
20 amount, which was -- can you read that number?

21 A. \$6,980.53.

22 Q. What do you think that
23 represents, if you know?

24 A. Apparently, that's the amount
25 that's owed on that account.

1 Christopher Pierre

2 Q. Okay.

3 And then it says contract date
4 and it looks like it's October 30, 2005; do
5 you see that?

6 A. I do.

7 Q. Do you think that's a -- that's
8 the time you opened the credit card with
9 Chase, if you know?

10 A. I have no idea.

11 Q. And then you have your address.
12 It says address one, that's the 25 Audubon
13 Avenue address in Holbrook, New York, ZIP code
14 11741-2307; is that accurate?

15 A. That is.

16 Q. There is also a home phone
17 number. I will give you the last four digits,
18 1184; is that your current -- last four digits
19 of your current home phone number?

20 A. No.

21 Q. Was that your home phone number
22 in 2010?

23 A. I don't know for sure.

24 Q. At some point did you have that
25 phone number?

1 Christopher Pierre

2 A. Yes.

3 Q. When did you stop using that
4 phone number?

5 A. I don't know when I switched from
6 Optimum Online to Verizon.

7 Q. Now, there is also a work phone
8 number that ends in 4933; do you see that?

9 A. Yes.

10 Q. Is that a work number for Peak
11 Baseball?

12 A. No.

13 Q. What is that number; does it have
14 any meaning to you at all?

15 A. Yes, that's my cell number.

16 Q. Okay.

17 Did Peak Baseball have its own
18 phone number?

19 A. Yes, at one time it did. It was
20 a Google number, though. It would ring to
21 that number and then ring to my phone.

22 Q. If I went on the Internet and I
23 typed in Peak Baseball now on Google, it would
24 show me your cell phone number?

25 A. No, it would show you it as being

1 Christopher Pierre

2 closed.

3 Q. Well, okay. But if I pulled it
4 up, let's say I pulled up a Web site -- I will
5 tell you this, I did pull up the Web site and
6 it did provide that number as a contact with
7 your name.

8 A. Okay.

9 Q. Is that the number that would
10 have been on the Web site when it was
11 functioning?

12 A. It was functioning, it was the
13 Google number and then it automatically rang
14 to my cell phone.

15 Q. Okay.

16 Now, then we see underneath the
17 work phone says SSN, social security number;
18 do you see that?

19 A. Yes.

20 Q. It says 1720?

21 A. I see that.

22 Q. Is that the last four digits of
23 your social security number?

24 A. It is.

25 Q. Then we have -- we know that's

1 Christopher Pierre

2 Funding.

3 Q. Okay.

4 And then I'm looking at this,
5 now, this affidavit of sale of the account by
6 original creditor. I'm going to ask you,
7 generally, what do you think that tells us?

8 MR. BIANCO: Objection to the
9 form of the question.

10 You can answer.

11 A. One more time.

12 Q. This affidavit of sale of the
13 account by original creditor, what do you
14 think that tells us about Chase and Midland
15 Funding?

16 MR. BIANCO: Same objection.

17 You can answer.

18 A. Affidavit of sale, I'm assuming
19 this is an affidavit again stating that the
20 sale of that credit apparently is being
21 transferred to Midland Funding.

22 Q. Okay.

23 Now, and that's fine.

24 We are done with that fun
25 document.

1 Christopher Pierre

2 As we sit here today, do you have
3 any facts at all that support the position
4 that Midland didn't purchase the debt, your
5 debt from Chase?

6 MR. BIANCO: Objection to the
7 extent were you asking him personally?

8 MR. SCHWARTZ: Personally I'm
9 asking him. You could think what you
10 want. I am worried about him. He's the
11 important one, no offense.

12 MR. BIANCO: Absolutely.

13 MR. ARLEO: Worry about him too.

14 Q. Do you have any facts, anything
15 at all that would show that notwithstanding
16 these documents we've looked at, okay, do you
17 have anything from your side to say hey,
18 Midland Funding didn't buy your Chase account?

19 MR. BIANCO: Objection to the
20 form of the question.

21 You can answer.

22 A. No, I have no proof that would
23 state that you didn't buy it, no.

24 Q. Okay.

25 Here we go.

1 Christopher Pierre

2 Now we are going to get to some
3 fun. I doubt it. It's not even fun for us.

4 I'm handing you --

5 MR. SCHWARTZ: MCMP 4.

6 (MCMP Exhibit 4, Document Bates
7 stamped MCM-0010 through MCM-0045, marked
8 for identification.)

9 Q. I'm handing Mr. Pierre a copy of
10 what's been marked MCMP 4, which is Bates
11 stamped MCM 0010 all the way through MCM 0045.

12 I want you to take a look at
13 that.

14 A. (Witness reviewing.)

15 Is this something that was just
16 recently run? This looks like there is a lot
17 of credit card stuff on here. I don't know.
18 You want me to read through all of them?

19 MR. BIANCO: You want him to read
20 the whole thing?

21 Q. I am not going to have any
22 questions about the boilerplate language. I'm
23 more concerned about getting some information
24 regarding these statements.

25 MR. BIANCO: Okay. I mean I say

1 Christopher Pierre
2 that only because it's 30 some-odd
3 pages. If you want him to sit here --
4 Q. It wasn't originally run -- by
5 the way, this was produced in our document
6 responses, that's why it has the stamps on the
7 bottom. It was produced to your attorney, I
8 don't know, at some point.

9 I want you to take a look. We'll
10 go to the first one. It says statement. Let
11 me ask you this: Do you know what this
12 form -- what it is; do you know what this is?

13 MR. BIANCO: Just the first page?

14 MR. SCHWARTZ: Just the first
15 page.

16 MR. BIANCO: No objection.

17 A. No, it seems a lot of the same,
18 buy.com. No, I don't know what that is.

19 Q. Well, it says at the top corner
20 that it's a statement for account number and
21 then it's redacted and then it says 7220; do
22 you see that?

23 A. Yes.

24 Q. And would you agree that that
25 7220 is the same last four digits that was

1 Christopher Pierre
2 referenced in the Chase documents, the bill of
3 sale, as well as Midland Credit Management
4 letter to you?

5 A. Yes.

6 Q. So I want to make sure we are
7 talking about the same account; you understand
8 where we are going?

9 A. I do.

10 Q. And the words buy.com in that
11 box, does that refresh your recollection as to
12 this particular credit card?

13 MR. BIANCO: Just for clarity,
14 you are representing the redacted
15 portions are exactly the same in all the
16 documents?

17 MR. SCHWARTZ: Sure. Sure, they
18 are. Yes, I am making that
19 representation.

20 MR. BIANCO: Okay.

21 A. Are you asking me if that
22 amount -- this is the credit card, buy.com is
23 what we are talking about is --

24 Q. What I'm asking you is, it
25 identifies buy.com, which may be the brand of

1 Christopher Pierre
2 the Chase credit card, I don't know, I'm
3 asking you; does that ring a bell, buy.com?

4 A. It rings a bell. I don't know if
5 I had a credit card with buy.com, but the name
6 buy.com rings a bell.

7 Q. What is buy.com?

8 A. If I am not mistaken, it's an
9 online Web site you can buy stuff on.

10 Q. Okay, I didn't know.

11 In any event, now, I want you to
12 take a look at the address box and I will
13 represent to you that this is a copy of a
14 statement that came from Chase Bank USA and I
15 want to just go to the -- where the address
16 box is; do you see that?

17 A. For Cardmember Service?

18 Q. No, the mailing address box,
19 which would say -- it says -- does it say
20 Mr. Chris Pierre?

21 A. It does.

22 Q. And it has your address, correct?

23 A. Correct.

24 Q. Okay, then the other box, does
25 say Cardmember Service, P.O. Box 15153,

1 Christopher Pierre
2 Wilmington, Delaware 19866-5153. Let me ask
3 you this: Where it says Cardmember Service,
4 do you know whose address that is?

5 A. No.

6 Q. But the mailing address is your
7 address?

8 A. It is.

9 Q. Okay.

10 The account number, the last 7220
11 is the Chase account -- was your Chase account
12 number; is that correct, the last four digits?

13 A. That was my -- I don't know if
14 it's my present Chase account, but it must
15 have been the one back then.

16 Q. The credit card account?

17 A. Oh, the credit card account, that
18 I don't know.

19 Q. Okay.

20 Well, we've gone through -- if
21 you look through the other exhibits, you will
22 see --

23 A. Yes, based on the other exhibits
24 where it was brought to my attention, that
25 number matches the same number on all those

1 Christopher Pierre

2 other exhibits, correct.

3 Q. Now, it says the payment due
4 date -- it says a new balance provides
5 \$6,161.52; do you see that?

6 A. I do.

7 Q. And it provides a payment due
8 date of August 28, 2007; is that correct?

9 A. August.

10 Q. Is that 28th?

11 A. 28th of '07, yes.

12 Q. Okay.

13 And now, as we sit here today,
14 and it reflects, by the way, that on July
15 18th, there was a payment of \$257; do you see
16 that in the transaction section?

17 A. I do.

18 Q. Do you have any recollection of a
19 payment of \$257, I guess preceding August 26,
20 2007?

21 A. I do not.

22 Q. Do you recall receiving
23 statements that looked like this from Chase?

24 A. I do not.

25 Q. Let's go to MCM 0012 of Exhibit

1 Christopher Pierre

2 MCMP 4.

3 A. (Witness reviewing.)

4 Okay.

5 Q. Again, we see the statement for
6 account number 7220. Would you agree with me
7 that that is the same -- that's the credit
8 card, last four digits of the credit card from
9 Chase that Midland Funding was collecting on?

10 A. Correct.

11 Q. And it shows a new balance of
12 \$6,101.89?

13 A. Yes.

14 Q. And it gives a payment date of
15 September 28, 2007?

16 A. Yes.

17 Q. So that would be the next monthly
18 statement?

19 A. Yes.

20 Q. Okay.

21 Again, it's addressed to
22 Mr. Chris Pierre at 25 Audubon Avenue,
23 Holbrook, New York, correct?

24 A. Correct.

25 Q. And here it reflects a payment --

1 Christopher Pierre
2 in the transaction section it reflects a
3 payment of August 22nd of \$255; do you see
4 that?

5 A. I do see that, but where does it
6 show the date I made that?

7 Q. Transaction date at the
8 beginning, you see where it says August 8 --
9 I'm sorry, 0822?

10 A. Yes.

11 Q. Again, we've asked for your
12 checking accounts, your checks of -- showing
13 payments, so obviously when you ask for that,
14 if any of these payments show up, we usually
15 need to see those checks.

16 A. Okay.

17 Q. There was a \$255 payment on that
18 one. Then we can go forward. I want to go,
19 hopefully sooner than later, MCM 0014 of
20 Exhibit MCMP 4.

21 A. (Witness reviewing.) Okay.

22 Q. Again, it's a statement for the
23 same account 7220, correct?

24 A. Correct.

25 Q. And it's also addressed to you

1 Christopher Pierre

2 and -- is that correct?

3 A. It is.

4 Q. And the balance is now \$5,034.92;
5 is that right? Is that what that is or six?

6 A. I show the balance at that time
7 of --

8 Q. I'm sorry, yeah, it's \$6,034.92.

9 A. Yes.

10 Q. And that -- this is the next
11 monthly statement, correct?

12 A. That is in September.

13 Q. Well, this one is now payment due
14 date of October 26, 2007?

15 A. Yes, it is.

16 Q. And here it's showing another
17 payment September 18th of \$255; does it show
18 that?

19 A. It shows a payment on 9/18 for
20 255.

21 Q. It says that it was payment by
22 electronic check; do you see where it says
23 that in the transaction description?

24 A. Yes.

25 Q. As we sit here today, do you

1 Christopher Pierre
2 recall making any -- I mean do you recall
3 having any conversations with Chase way back
4 when you had difficulty paying this, where you
5 were making some kind of minimum payment; does
6 this bring back anything at the time period?

7 A. I don't recall.

8 Q. But it shows that you were
9 making -- there was an electronic payment,
10 correct?

11 A. Can I assume that was a payment
12 online?

13 Q. You can assume whatever you want.
14 If you are not sure, then say I don't know.

15 A. I'm not sure. Electronic payment
16 is there.

17 Q. Okay.

18 So these payments would have been
19 made electronically when you said earlier -- I
20 believe you testified you wrote checks?

21 A. I believe when I did I wrote
22 checks, yes.

23 Q. Could your wife have made these
24 payments in 2007?

25 A. As far as a check or online, what

1 Christopher Pierre

2 are you asking?

3 Q. Let me ask you this, I will step
4 back.

5 For example, in MCM 0014, this
6 particular statement shows a payment on
7 September 18, 2007, correct?

8 A. Yes.

9 Q. Okay.

10 And I'm trying to figure out
11 whoever -- whether it would have been you that
12 made that payment of \$255 or whether it could
13 have been your spouse or someone else?

14 A. It was, I'm assuming now, either
15 one of us. Couldn't have been anybody but me
16 or her.

17 Q. Okay.

18 MR. ARLEO: Can we take five
19 minutes?

20 MR. BIANCO: We've been going for
21 an hour.

22 MR. SCHWARTZ: Sure. Sure.

23 (Recess taken.)

24 BY MR. SCHWARTZ:

25 Q. So we are looking at I guess it's

1 Christopher Pierre

2 MCM 0016 Bates stamped MCMP 4. Let me know
3 when you are there.

4 A. I'm there.

5 Q. Now we have -- the next -- I
6 believe this is the next monthly statement for
7 account number 7220; do you see that?

8 A. I do.

9 Q. It's now November 28, 2007; is
10 that correct?

11 A. As a due date, yes.

12 Q. As a payment due date. I am
13 sorry, that would be the next monthly
14 statement from Chase?

15 A. Correct.

16 Q. Concerning the debt?

17 A. Um-hum.

18 Q. Is that a yes?

19 A. Yes.

20 Q. Again, it shows another payment
21 again, \$256 on October 17th, a payment by
22 electronic check; do you see that?

23 A. I do.

24 Q. You have no recollection of that
25 payment either?

1 Christopher Pierre

2 A. I do not.

3 Q. Zip on ahead.

4 Gets slightly more interesting in
5 a little bit, but I have to go through this in
6 sequence.

7 Next one is MCM 0018, tell me,
8 when you are there, of MCMP 4.

9 A. I am there.

10 Q. All right.

11 It says statement for account
12 number 7220; do you agree?

13 A. I do.

14 Q. And this is addressed to you at
15 your address?

16 A. It is.

17 Q. Okay.

18 And this one shows a payment due
19 date of December 28, 2007; do you agree with
20 that?

21 A. Yes, I do.

22 Q. And it reflects a payment in the
23 transaction section on November 17, 2007 of
24 \$300 via electronic check; do you agree?

25 A. November 17, 300, yes.

1 Christopher Pierre

2 Q. Do you have any recollection of
3 making that payment?

4 A. I do not.

5 Q. Do you have any idea why the
6 payment went up on this payment as opposed to
7 256 on the prior payments?

8 A. I have no idea.

9 Q. Now we go to MCM 0020.

10 A. I'm there.

11 Q. Again, it's a statement for
12 account number 7220; will you agree with that?

13 A. I do.

14 Q. It shows a payment due date of
15 January 28, 2008.

16 A. It does.

17 Q. Okay.

18 Again, it's addressed to Chris
19 Pierre at your address, correct?

20 A. It is.

21 Q. And in the transaction section,
22 it shows a December 17th payment by electronic
23 check of \$200?

24 A. It does.

25 Q. Do you have any recollection of

1 Christopher Pierre
2 making a payment on December 17th of 2007 of
3 \$200 to Chase?

4 A. I do not.

5 Q. Let's go to MCM 0022.

6 A. Okay. I am there.

7 Q. Again, this is another statement
8 for account number 7220, correct?

9 A. It is.

10 Q. And this one has a payment date
11 of February 28, 2008, correct, payment due
12 date?

13 A. Payment due date, yes.

14 Q. It's addressed to Chris Pierre at
15 25 Audubon Avenue, correct?

16 A. Yes, but it doesn't say past due
17 amount.

18 Q. Well, it says past due -- oh,
19 past due amount 0.00, correct?

20 It's important.

21 A. Yes.

22 Q. Okay.

23 A. Which is weird, because they were
24 saying the last one I was late; past due
25 amount of 240. I only paid 200 so how is it

1 Christopher Pierre

2 on --

3 Q. Okay. Helping me out here.

4 A. How is it on that particular
5 invoice I don't have a past due amount?

6 Q. Well, I don't have an answer for
7 you, but what else is interesting, and again,
8 do you have an answer, it says say past due
9 amount zero dollars. I want to look at the
10 transactions.

11 A. Okay.

12 Q. Here it reflects a payment on
13 January 19, 2008 of \$485?

14 A. Okay.

15 Q. Do you have any recollection of
16 making that electronic payment?

17 A. I do not.

18 Q. Then you see some purchases.

19 Do you see the next transaction,
20 it identifies Target -- first of all, are you
21 familiar with Medford, New York?

22 A. I am.

23 Q. Is that -- and there is a
24 Target -- let me ask you this: January 27th,
25 does that date have any meaning? In other

1 Christopher Pierre
2 words, is it a birthday, anniversary, anything
3 like that?

4 A. January 27th, no, not to my
5 knowledge.

6 Q. Okay.

7 And -- but that -- okay. So you
8 see that there was a transaction with Target
9 for \$178.52 on January 27th of 2008?

10 A. Correct.

11 Q. And then there's one on January
12 31st with -- looks like sephora.com for
13 \$53.74?

14 A. I see that as well.

15 Q. Now, again, does that January
16 31st have any significance as far as your
17 wife's birthday or anything like that?

18 A. Nope.

19 Q. Okay.

20 Do you recall making any
21 purchases at Sephora or Sephora online?

22 A. I do not.

23 Q. Okay.

24 Does your wife make purchases
25 from Sephora in the period -- at any time?

1 Christopher Pierre

2 A. Not recently, no. I don't know
3 if back then if she did.

4 Q. Okay.

5 Now we go to the next statement,
6 which is MCM 0024 on MCMP 4. Again, it's a
7 statement for an account number 7220 and it's
8 the next monthly statement with a payment due
9 date of March 28, 2008 and the past due
10 balance of zero, correct?

11 A. Correct.

12 Q. Okay.

13 And there is only, I'm sorry,
14 there is -- in the transactions it identifies
15 an over-limit fee on February 4th; do you see
16 that?

17 I do.

18 Q. Above it there is a late fee?

19 A. I do.

20 Q. Then there is a payment, March
21 1st, 2008 of \$200, correct?

22 A. Of March 1st?

23 Q. Yeah.

24 A. Yes.

25 Q. You have no recollection of

1 Christopher Pierre
2 making that \$200 payment?

3 A. I do not.

4 Q. I figure if I ask enough, maybe I
5 will get lucky.

6 The next one is MCM 0026 of
7 MCMP 4.

8 A. I'm there.

9 Q. Okay.

10 Statement is for account number
11 7220. Now, this is the next monthly statement
12 saying payment due date of April 28, 2008 with
13 a past due amount of zero, correct?

14 A. Yep.

15 Q. It's requiring a minimum payment
16 of \$200?

17 A. Okay, I see that.

18 Q. Then we look down and we look
19 down at the transactions and it shows a
20 returned payment on March 1st of \$200; do you
21 see that?

22 A. I do.

23 Q. Do you have any recollection of
24 receiving a returned payment from Chase?

25 A. I do not.

1 Christopher Pierre

2 Q. Do you recall any conversations
3 with Chase about their billing practices? In
4 other words, their billing you for things you
5 didn't buy or identity theft or anything like
6 that?

7 A. I do not.

8 Q. Then there was a payment on March
9 5th of \$200; do you see that?

10 A. I do.

11 Q. And then you see a payment on
12 March 28th of \$426.63 by electronic payment;
13 do you see that?

14 A. I do.

15 Q. Do you have any recollection of
16 the \$626 --

17 A. And 63 cents?

18 Q. Yes.

19 A. No, I do not.

20 Q. You don't have any recollection.
21 Okay.

22 Then we have MCM 0028 of
23 Exhibit MCMP 4. Let me know when you are
24 there.

25 A. I'm there.

1 Christopher Pierre

2 Q. All right.

3 Statement for account number
4 7220; is that correct?

5 A. It is.

6 Q. And this is the next monthly
7 statement, which is May 28, 2008, correct?

8 A. Correct.

9 Q. Okay.

10 And this time it has a monthly
11 past due balance of \$200, correct?

12 A. It does.

13 Q. And it's addressed to you?

14 A. It is.

15 Q. And this one shows a Hess charge,
16 April 2 of 2008 of \$41.70 in Holbrook,
17 New York?

18 A. I do see that.

19 Q. Do you use that -- at that time
20 did you use that Hess gas station?

21 A. I don't know. I may have.

22 Q. If you don't know, you don't
23 know.

24 Let's go to MCM 30. Let me know
25 when you are there, that's of MCMP 4.

1 Christopher Pierre

2 A. I'm there.

3 Q. Statement for account number
4 7220?

5 A. It is.

6 Q. It's the next monthly statement
7 with a payment due date of June 28, 2008 and
8 has a past due balance of \$232, correct?

9 A. It does.

10 Q. And here the transaction reflects
11 a payment of \$200 on May 11, 2008, correct?

12 A. It shows a payment of, yes, \$200,
13 correct.

14 Q. Sure.

15 MCM 0032 --

16 A. I'm there.

17 Q. -- on MCMP 4. It shows a
18 statement for account number ending in 7220,
19 correct?

20 A. It does.

21 Q. This is the next statement,
22 payment due date of July 28, 2008 with a past
23 due balance of \$168?

24 A. It does.

25 Q. And here it's -- again, when you

1 Christopher Pierre
2 go down to the transaction section, it shows
3 on June 27th, there was a payment of \$300. On
4 that same day there was -- I'm sorry, on July
5 2 -- no, June 27th, the same day, the \$300 is
6 returned. There is a return fee payment and
7 then it's resubmitted \$300; do you see that on
8 July 2?

9 A. I do.

10 Q. Do you have any recollection of
11 events that caused that payment, return
12 payment and payment being submitted to Chase?

13 A. I do not.

14 Q. MCM 34.

15 A. I am there.

16 Q. This is MCMP 4. And again, it's
17 a statement from Chase for account number 7220
18 with a payment due date of August 28, 2008 and
19 now, the past due amount is \$401, correct?

20 A. It is.

21 Q. And here there is -- there are no
22 transactions, just a late fee and over-limit
23 fee?

24 A. Correct.

25 Q. So at this point there are no

1 Christopher Pierre

2 payments being made by you?

3 MR. BIANCO: Objection to the
4 form of the question.

5 You can answer.

6 A. It seems that way, yes.

7 Q. Because all the prior ones had
8 payments of 200 or 100 or 400 or some-odd
9 number, but this is the first one where it
10 doesn't seem to reflect any payments, correct?

11 A. Correct.

12 Q. Turn to the next one, MCM 36 on
13 MCMP 4. This statement, now the balance is up
14 to \$6,106.26 with a payment due date of
15 9/28/08, correct?

16 A. Correct.

17 Q. And the past due balance of 641?

18 A. Correct.

19 Q. And again, there's no payments
20 listed in the transaction?

21 A. Correct.

22 Q. But it does say the charge
23 privileges -- I'm right above where it says --
24 below Visa account summary, it shows "The
25 charge privileges on your credit card account

1 Christopher Pierre
2 have been revoked. You no longer have the
3 ability to use your credit card account for
4 purchases. We can help get back on track."

5 Then there is a phone number; do
6 you see that?

7 A. I do.

8 Q. So at that time, that point, now
9 there Dan -- based on these Chase records, you
10 haven't made a payment and now they've
11 terminated the credit card privileges, you
12 can't charge on it, correct?

13 A. Yes.

14 Q. Okay.

15 Now we go MCM 0038 in MCMP 4.

16 Now we have a statement for
17 account number ending in 7220 from Chase,
18 payment due date. Now we have a new balance
19 of \$6,332.56 with a payment due date of
20 October 28, 2008; is that correct?

21 A. Yes.

22 Q. Again, this one is addressed to
23 Chris Pierre, it's your address, correct?

24 A. Correct.

25 Q. And now here it says under the --

1 Christopher Pierre
2 and there are no transactions. Now they are
3 just assessing late fees and over-limit fees?

4 A. Correct.

5 Q. Here it says, "You haven't made
6 the required payments and your credit card
7 account is 90 days past due. As a result,
8 your credit bureau may be updated with a
9 negative rating. Please send your payment
10 immediately or call."

11 And there is an 800 number; do
12 you see that?

13 A. I do.

14 Q. So once again, now the payments
15 aren't coming in and now they are advising you
16 you are 90 days late?

17 A. Correct.

18 Q. All right. Move along here.

19 MCM 0040.

20 Again, this is another statement.
21 This is the next statement for account number,
22 Chase account number 7220, reflecting the
23 balance of \$6,526.80 with a payment due on
24 November 28th, 2008, correct?

25 A. Correct.

1 Christopher Pierre

2 Q. It's addressed to you?

3 A. It is.

4 Q. And this one it says, "It's not
5 too" below the Visa account summary, it says
6 "It's not too late to resolve the outstanding
7 balance on your credit card account. We have
8 a variety of payment options that might be
9 right for you."

10 Then they provide a phone number,
11 correct?

12 A. It does.

13 Q. And there is no payment there.
14 Now they are just giving you a
15 late fee?

16 A. Right.

17 Q. MCM 42, MCMP 4.

18 Again, here is the next statement
19 for account number 7220; do you see that?

20 A. I do.

21 Q. Okay.

22 It shows a new balance of
23 \$6,728.79 with a payment due date of December
24 28, 2008, correct?

25 A. Correct.

1 Christopher Pierre

2 Q. Okay.

3 Here it says in the comments
4 below the Visa account summary, it says "You
5 haven't made the required payments on your
6 credit card and your credit card account is
7 150 days' past due. You can still turn things
8 around. Call us today."

9 And so that's the first part of
10 it; is that correct?

11 A. That is correct.

12 Q. Okay.

13 And then it also -- "Your APR and
14 your promotional rate have expired as a result
15 of your late payment on your account."

16 That's the second comment,
17 correct?

18 A. Correct.

19 Q. Now, do you have any recollection
20 of having any, up to this point, of having any
21 kind of conversation with Chase regarding your
22 inability to pay the credit card debt?

23 A. I don't have any recollection.

24 Q. Okay.

25 Do you know if you did or didn't?

1 Christopher Pierre

2 A. I don't have any recollection of
3 whether I did or I didn't.

4 Q. Okay.

5 So you might have but you might
6 not have?

7 A. Possibly, yeah.

8 Q. Okay.

9 Now we get to the -- I think this
10 is the last one. It should be. The last
11 statement, okay. Now, this is the last Chase
12 statement for account number 7220, showing a
13 balance of \$6,941.53 with a payment due date
14 of January 28, 2009, correct?

15 A. Correct.

16 Q. It's addressed to Chris Pierre,
17 25 Audubon Avenue, Holbrook, New York,
18 correct?

19 A. Correct.

20 Q. And here it says in the comments
21 below the Visa account summary, "The
22 outstanding balance on your credit card is
23 scheduled to be written off as bad debt
24 shortly."

25 We'll stop there.

1 Christopher Pierre

2 What is your understanding of
3 what that means?

4 A. I have no understanding what that
5 means.

6 Q. So you don't know what it means
7 to have a debt written off as a bad debt?

8 A. No.

9 Q. And it does indicate that "Your
10 credit bureau will be updated with a negative
11 rating that could last for up to seven years."

12 Do you see that?

13 A. That I see.

14 Q. Are you aware when you went
15 back -- when you looked at your credit report,
16 was there derogatory information from Chase on
17 your report, not just -- not the judgment, was
18 there derogatory information on the report
19 from Chase?

20 MR. BIANCO: Objection to the
21 form of the question.

22 You can answer.

23 A. I don't recall.

24 MR. SCHWARTZ: This is 5.

25 (MCMP Exhibit 5, Document Bates

1 Christopher Pierre

2 (Continued in non-confidential
3 portion of transcript.)

4 BY MR. SCHWARTZ:

5 Q. It shows a balance on the right
6 side of \$6,980.53; do you see that?

7 A. I see that.

8 Q. Now, we also see the home phone
9 number and the business number and I believe
10 we've talked about, that was your former home
11 number ending in 1184 before you switched over
12 your carrier?

13 A. Yes.

14 Q. And that business number ending
15 in 4933 is actually your cell phone number?

16 A. It is.

17 Q. Okay.

18 MR. SCHWARTZ: This is 6.

19 (MCMP Exhibit 6, Document Bates
20 stamped MCM-0047 through MCM-0057, marked
21 for identification.)

22 Q. I'm handing Mr. Pierre a copy of
23 what's been marked MCM 5, which is a Chase
24 credit card cardmember agreement (handing).

25 A. (Witness reviewing.)

1 Christopher Pierre

2 Q. You will see behind it there are
3 what the industry calls envelope stuffers.

4 A. (Witness reviewing.)

5 Q. Okay.

6 First of all, have you seen this
7 document; do you recall if you have ever seen
8 this document?

9 A. Is this the document I signed
10 when I opened the account?

11 Q. Well, that would be the question,
12 but the first question is a very basic one:
13 Have you seen this document prior to today?

14 A. I don't recall.

15 Q. Do you recall if this was the
16 agreement that you received when you opened up
17 your Chase credit card account?

18 A. I'm not going to be able to
19 recall that.

20 Q. Okay.

21 A. I know it's not signed by me.

22 Q. Are you aware if there is -- I am
23 sorry. Go ahead. Look through it.

24 Are you aware if there has ever
25 been a credit card agreement signed by a

1 Christopher Pierre

2 A. I would assume it certifies that
3 I am the person purchasing whatever it is that
4 I am purchasing.

5 Q. Okay.

6 So it's your understanding that
7 when you have -- when you get a credit card
8 agreement from a credit card company, you are
9 bounding when you sign it?

10 A. Yeah.

11 Q. Well, this agreement doesn't have
12 a signature section. I'm asking you, and I
13 may have already asked this, I want to make
14 sure we are clear on the testimony, you don't
15 recall receiving a copy of this?

16 A. I don't recall.

17 Q. When the credit card came to you
18 from Chase, do you recall if there was -- do
19 you even recall receiving the credit card?

20 A. No.

21 Q. All right.

22 I have no further questions with
23 that one.

24 MR. SCHWARTZ: 7.

25 (MCMP Exhibit 7, Document Bates

1 Christopher Pierre

2 As we are sitting here today
3 looking at the records, statements, bill of
4 sale, do you dispute -- do you have any basis
5 to dispute that Midland Funding was not the --
6 was not the lawful owner -- was not the
7 owner -- let me step back a second.

8 Sir, do you have any facts that
9 would show that Midland Funding was not the
10 owner of your debt that you originally owed to
11 Chase?

12 A. Do I have anything to dispute
13 that, I have nothing to dispute it, no.

14 Q. Well, I want to make sure,
15 because earlier when you were asked this sort
16 of big question, why are you suing Rubin &
17 Rothman at the very beginning of the case and
18 you said because they did something wrong, I
19 believe?

20 A. Yeah.

21 Q. I'm going to ask the same
22 question.

23 Why are you suing Midland
24 Funding?

25 MR. BIANCO: Objection to the

1 Christopher Pierre

2 Rothman filed a lawsuit against you, correct?

3 A. Yeah.

4 Q. And they filed that lawsuit on
5 behalf of Midland Funding as the owner of the
6 debt, correct?

7 A. I would agree, yes.

8 Q. And your position is for some
9 reason that they filed -- they should not have
10 filed that lawsuit, correct?

11 A. Correct.

12 Q. Yes.

13 MR. BIANCO: Objection to the
14 form of the question.

15 You can answer in your own words.

16 A. As I said before, I assumed they
17 did not have enough evidence at the time to
18 actually do it. I'm not disputing that I had
19 the card, but I wasn't entirely assured that
20 all of the information was properly there, the
21 late fees and all that other stuff that went
22 along with it. So I really don't -- they
23 never mailed me anything saying, as you can
24 see from you guys, look, this is what we have.

25 Q. Sure.

1 Christopher Pierre

2 Q. I didn't understand that last
3 part.

4 You are saying what obligation is
5 right that you owed? I'm not sure what you
6 just said.

7 A. I have an obligation. It was my
8 card. I don't know for sure if that was the
9 exact amount that was necessary and I don't
10 think they did anything to help me in that
11 regard. Most of our conversations were pretty
12 much or all of our conversations were on the
13 telephone and my primary concern at that point
14 was to avoid bringing it to a judgment.

15 Q. Sure.

16 A. If I paid the \$100 a month, in my
17 mind this was going to go away when I paid it
18 off.

19 Q. Okay.

20 What I'm asking you is: If you
21 were unsure of the amount, you had a recourse
22 in that letter right there, to get it
23 confirmed, okay?

24 A. I didn't trust that they would do
25 the right thing, I really didn't.

1 Christopher Pierre

2 Q. But that was your choice,
3 correct?

4 A. That was my choice and that's
5 pretty much -- yeah.

6 (MCMP Exhibit 9, Document Bates
7 stamped PI-CP-0001 through PI-CP-0019
8 marked for identification.)

9 Q. I'm handing over to the deponent,
10 Mr. Pierre, MCMP 9, which were documents I
11 believe produced by you, correct?

12 A. I don't know. I haven't read it.

13 Q. By your attorney, that's fine.

14 And the question I have is: If
15 you could turn at the bottom it says PI-CP-19?

16 A. What page?

17 Q. PI-CP-19. So you are at one, go
18 to 19. I think it's probably the next to
19 last --

20 A. (Witness complying.)

21 Q. The last page, very last page.

22 A. I am on it.

23 Q. Now, earlier you were talking
24 about a settlement stipulation?

25 A. Correct.

1 Christopher Pierre
2 concrete facts.

3 Q. So do you think that -- never
4 mind. Never mind.

5 Okay.

6 I've looked at this in your --
7 when you filed your motion to rule to show
8 cause to open the default judgment, there was
9 a letter that was attached, correct; there was
10 a letter you wrote to the judge, an
11 attachment. I believe it's in the package of
12 stuff you produced.

13 MR. BIANCO: 9.

14 MR. SCHWARTZ: MCMP 9.

15 Q. If you could read the last
16 paragraph out loud, please? Read it for the
17 record.

18 A. This paragraph states "As our
19 family starts to repay all of our outstanding
20 debts and judgments, we are diligently trying
21 to repay our creditors. We ask the court
22 consider your request for an Order to Show
23 Cause and have the ability to negotiate a fair
24 settlement agreement and repayment plan with
25 Rubin & Rothman and I agree to appear at any

1 Christopher Pierre
2 and all proceedings in this matter."

3 Q. Okay.

4 A. I forgot you were typing.

5 Q. You wrote that, right?

6 A. I did.

7 Q. You typed that up?

8 A. I typed it up.

9 Q. Did anybody assist you in writing
10 that?

11 A. No.

12 Q. Would you agree if you owe a debt
13 you should pay it?

14 MR. BIANCO: Objection to the
15 form of the question.

16 You can answer.

17 A. Yes.

18 Q. It seems to me that paragraph
19 talks about -- a bit about the fact you have
20 an obligation to pay a bill you owe?

21 A. I believe I was doing so too.

22 Q. Would you agree that the credit
23 card debt that you incurred with Chase, would
24 you believe that you owed that, now you've
25 paid it off, but prior to paying it off that

1 Christopher Pierre
2 you owed that to Midland Funding?

3 A. That entire amount, 69 and
4 change, whatever, I can't say for certain I
5 owed that amount. I know I owed them money,
6 but I don't know if it was that amount.

7 Q. You don't have any reason to say
8 I didn't owe that amount, you don't know?

9 A. I have no proof.

10 Q. Okay.

11 And you've never requested proof?

12 A. No, because I was fearful that I
13 was going to be having a judgment applied
14 against me, so the easiest way for me to do it
15 was pay the \$100 and make it go away.

16 Q. So even if Midland Funding sent
17 you a letter more than, I don't know, a year
18 before the lawsuit was filed, it was properly
19 addressed to your residence, that afforded you
20 the opportunity to investigate a year before
21 the suit was filed. I am not saying -- we
22 don't know, you don't remember. If Midland
23 comes to the plate and says I sent this
24 letter, this letter advised him if he has any
25 questions this is how he disputes it, a year

1 Christopher Pierre
2 before the suit was filed and you didn't do
3 it, who should bear the burden of that?

4 MR. BIANCO: Objection to the
5 form of the question.

6 A. I don't know.

7 Q. You don't think you should?

8 MR. BIANCO: Objection to the
9 form of the question.

10 You can answer.

11 A. Again, I agree that I had debt
12 incurred on this card and I agreed to make
13 restitution on it and I thought I was doing
14 that by paying the \$100 a month. My question
15 was that I wasn't entirely sure that the
16 number that they came to was the exact number
17 and I thought they held all the cards so I did
18 everything in my power to make sure it doesn't
19 go to judgment by paying the \$100.

20 Q. Again, and that's fine. I am not
21 attacking you on that. I'm just saying you
22 never questioned it, for whatever your
23 reasons, you never questioned it, you never
24 said, hey, Midland Funding, show me how much I
25 owe, verify my debt, you never did that,

1 Christopher Pierre
2 right?

3 MR. BIANCO: Objection to the
4 form of the question.

5 A. I never.

6 Q. I am pointing to a Rubin &
7 Rothman -- RRP 4, by the way, when I said
8 that, but I could be talking about MCMP 2 as
9 well, which was the letter from Midland
10 Funding.

11 MR. BIANCO: Same objection.
12 You can answer.

13 A. My answer is that I didn't and I
14 just was hoping that it didn't go to judgment,
15 so I just paid it.

16 Q. Okay.

17 Now --

18 A. But if we take it to this, today
19 the way we look at it and all the things that
20 led up to it, where numbers were being changed
21 and numbers were being reentered and this is
22 the new number and stuff like that, that was
23 from the beginning.

24 Q. I don't mean to interrupt. I am
25 not following that logic.

1 Christopher Pierre
2 know on what basis you are suing Midland
3 Funding in this class action lawsuit and I
4 will preface that by saying, do you know under
5 what law?

6 A. No.

7 Q. Do you know what the Fair Debt
8 Collections Practices Act is?

9 A. No.

10 Q. Do you know what the New York
11 General Business Law is of Section 349, to be
12 exact?

13 A. I can't say honestly, no. I
14 don't know.

15 Q. Do you have any facts that show
16 that Midland Funding engaged in any action
17 independent of Rubin & Rothman against you?

18 MR. BIANCO: Objection, only to
19 the extent that you should answer for
20 yourself.

21 MR. SCHWARTZ: I don't want to
22 hear --

23 A. Rephrase that.

24 Q. Okay.

25 It seems to me that during the

1 Christopher Pierre
2 course of this deposition, you have been
3 talking about Rubin & Rothman's conduct about
4 giving you -- reducing the demand to \$5,000 or
5 making phone calls, what have you, we
6 understand that.

7 A. Correct.

8 Q. Independent of Rubin & Rothman's
9 conduct that you are claiming, beyond that,
10 what did Midland Funding do to you?

11 MR. BIANCO: You can answer for
12 yourself.

13 A. Like I said before, I mean I have
14 been repeating that same issue where I believe
15 they didn't have, you know, enough evidence at
16 the time. But remember, I don't remember
17 speaking to Midland. Most of my conversations
18 was through, you know, Rubin & Rothman. So if
19 they had conversation with me or if they told
20 me, I don't recall them, you know, over the
21 phone telling me, you know, here are your
22 options. Everything is through Rubin &
23 Rothman.

24 Q. Well, except for the original
25 letter that Midland Funding sent that you are

1 Christopher Pierre

2 A. I am also a layman. Now you are
3 going to have to understand that, you know,
4 you guys are lawyers, you guys have a
5 different understanding on what sounds right
6 than we do.

7 Q. And you are right, and I am not
8 asking you that. What I am asking you for, if
9 something in a complaint says they buy these
10 debts but they don't have any proof and I am
11 sitting here with a handful of statements that
12 they are saying is not preserved, I am calling
13 question to that.

14 A. Okay.

15 Q. But okay.

16 That with respect to your
17 account, would you say that Midland acquired
18 your debt, okay, that included documents from
19 the original creditor and I am referring to
20 MCMP 4?

21 MR. BIANCO: Objection to the
22 form of the question.

23 You can answer.

24 A. Yes.

25 Q. Now, paragraph 7, it's the second

1 Christopher Pierre

2 here.

3 The conclusion that's being drawn
4 in this particular version of the class
5 complaint is that it says Midland knows it
6 cannot actually demonstrate the existence of a
7 debt. In other words, that when this lawsuit
8 was filed, Midland with respect to your debt,
9 couldn't prove the existence of your debt.
10 Even though you don't contest the existence,
11 do you believe that's an accurate statement
12 when it comes to your account?

13 A. I guess so. I don't know.

14 Q. You think it is accurate or it
15 isn't? Let me make sure we understand.

16 A. You are saying that Midland
17 doesn't actually have any proof that I have
18 this debt?

19 Q. No, I am not saying anything.
20 You are saying. Your attorneys are saying.
21 It's saying -- I want to understand this. I
22 want to make sure I understand what you are
23 saying.

24 It says, "Second, even though
25 Midland knows it cannot actually demonstrate

1 Christopher Pierre
2 the existence of a debt, Midland engages in a
3 pattern and practice of fraudulently filing
4 lawsuits."

5 Let's stop there.

6 I'm saying -- let's break it down
7 to your particular set of circumstances.

8 Do you believe that Midland knows
9 it cannot demonstrate the existence of your
10 debt?

11 A. No. I believe based on your
12 documentation you are showing me evidence that
13 I had debt.

14 Q. Okay.

15 Now, the next part of this is
16 "Midland engages in a pattern and practice of
17 fraudulently filing lawsuits without
18 evidentiary support in the New York State
19 courts."

20 Do you see that?

21 A. Yes.

22 Q. I am not asking you for the world
23 at large, I am asking for you; is that true?
24 In other words, is that true?

25 A. That they engage in a pattern and

1 Christopher Pierre

2 A. Sounds to me like I was the only
3 one.

4 Q. Okay.

5 We'll figure that out, I am sure.

6 Are you aware if Midland Funding
7 has furnished any information on your credit
8 reports pertaining to this debt?

9 A. I have no idea.

10 Q. I'm pretty sure they aren't, by
11 the way. When you said about a year ago you
12 went on your credit report and you saw a
13 judgment there with respect to this debt, you
14 didn't see any kind of reference to Midland
15 Funding, were there any other -- was there any
16 other bad information on that credit report?

17 A. There was other information, I
18 just don't remember what they were. The
19 reason why this one sticks out is because,
20 like I said all along, I didn't anticipate it
21 being there. I assumed once I -- and it was
22 on for quite some time even afterwards, and to
23 this day I don't know if it's off.

24 Q. Okay.

25 MR. SCHWARTZ: Let's go to the

1 Christopher Pierre
2 correct, that's in the possession of Midland;
3 would you agree with me?

4 A. Yes.

5 Q. The account statements, we went
6 through those; would you agree with me?

7 A. We did.

8 Q. Okay.

9 The customer service records, and
10 I believe we showed you a screen print from
11 Chase with the customer service information,
12 which was Exhibit MCMP 5, so we showed you
13 that as well, right?

14 A. You did.

15 Q. And then, obviously, the last
16 thing would be the customer dispute records,
17 but you didn't dispute it, right?

18 A. Correct.

19 Q. So every one of the things in
20 that paragraph that says, "Midland did not
21 purchase or obtain," we have kind of gone
22 through during this deposition; would you
23 agree with me?

24 MR. BIANCO: Objection to the
25 form of the question.

1 Christopher Pierre

2 You can answer.

3 A. Yes.

4 Q. Would you agree with me that
5 statement is incorrect with respect to your
6 account?

7 MR. BIANCO: Objection to the
8 form of the question.

9 You can answer.

10 A. No, it's not incorrect. You
11 showed me all those.

12 Q. Okay.

13 Let's clarify.

14 It says, "Midland does not
15 purchase," that's the claim, "or obtain the
16 documents showing." What they are saying is
17 Midland doesn't have, doesn't purchase or
18 obtain the credit contract, the account
19 statements, the customer service records or
20 the customer dispute record, okay. And I am
21 asking you, do you think that statement is --
22 is that right or wrong with respect to your --

23 MR. BIANCO: Objection to the
24 form of the question.

25 You can answer for yourself.

1 Christopher Pierre

2 A. I believe that's accurate.

3 Q. Okay.

4 Let's go back then.

5 We'll use this as a -- I would
6 like you to take a look at MCMP 6. Take a
7 look at that.

8 A. (Witness reviewing.)

9 MCM --

10 Q. P 6.

11 A. Okay.

12 What was that, about seven hours
13 ago?

14 Q. Feels like it, doesn't it?
15 That's it, the cardmember agreement, right
16 there.

17 A. Okay.

18 Q. I want you to take a look at that
19 and kind of cross-check that, because I want
20 to get to the answer on this one. It says --
21 again, it says, "Midland doesn't purchase or
22 obtain," I guess the real concern is "obtain
23 documents showing the indebtedness between the
24 original creditor and the debtor such as the
25 credit contract and amendments thereto."

1 Christopher Pierre

2 Is that a credit contract with
3 the amendments thereto?

4 MR. BIANCO: Objection to the
5 form of the question.

6 You can answer.

7 A. This is a cardmember agreement.
8 Again, I don't know if it was mine, but this
9 is a cardmember agreement, yes.

10 Q. There are amendments attached to
11 it, correct?

12 A. There is.

13 Q. Let's look at the next one,
14 MCMP 4.

15 A. (Witness reviewing.)

16 Q. Now, you are looking at those.
17 I'm asking you, did I produce -- did we take a
18 look at the account statements in your name
19 for the Chase account?

20 A. We did.

21 Q. So we have that checked off.

22 In paragraph 36, customer service
23 records, was that MCMP 5? Take a look at
24 MCMP 5.

25 A. (Witness reviewing.)

1 Christopher Pierre

2 Q. And that is -- MCMP 5 is the --
3 is a customer service record for Chase.
4 That's a Chase screen print for your account,
5 okay, that we represented; do you see where it
6 says Chase?

7 A. I do, account, yep.

8 Q. Now, we've seen that and, of
9 course, there was no dispute. So, obviously,
10 there is no such record as a customer dispute
11 record, because you didn't dispute it. So we
12 will go over this step by step for this
13 sentence, because it's important as to your
14 account.

15 So would you agree that Midland,
16 with respect to your account, obtained
17 documents showing an indebtedness between the
18 regular creditor and you, including, and I
19 will put it this way, a credit card contract
20 and amendments, account statements and
21 customer service records for your account;
22 would you agree that Midland had those
23 documents and produced them?

24 MR. BIANCO: Objection to the
25 form of the question.

1 Christopher Pierre

2 You can answer.

3 A. Yes.

4 Q. So now let's step back. That
5 sentence, do you believe that sentence is
6 accurate with respect to your account, that it
7 didn't do it?

8 A. In the sense that, like I said,
9 I -- you showed me a credit contract, not
10 necessarily my credit contract, that's the
11 only thing from that sentence I would not
12 agree with.

13 Q. Okay.

14 So but the account statements,
15 customer service we all agree?

16 A. Yes.

17 Q. That would be inaccurate then?

18 A. Yes.

19 Q. Paragraph 50 -- well, I don't
20 care about that either. We know it didn't
21 happen.

22 Let's go to -- oh, okay.

23 Paragraph 53; do you see where it
24 says, "Many of these affidavits"?

25 A. I do.

1 Christopher Pierre
2 stamped R&R 000012 through R&R 000019,
3 marked for identification.)

4 Q. I'm handing you what's -- it was
5 in Rubin & Rothman's production, R&R 12
6 through 19.

7 I want you to take a look at that
8 (handing).

9 A. (Witness reviewing.)

10 Q. Do you know what that is?

11 I will ask you a better question,
12 if you want. Is that the collection action
13 that was filed against you in State Court to
14 recover on the Midland Funding debt by Rubin &
15 Rothman?

16 MR. BIANCO: Objection to the
17 form of the question.

18 You can answer.

19 A. Yes.

20 Q. I want you to turn to the last
21 page. This will be easy. What does it say at
22 the top of that?

23 A. Certificate of Conformity.

24 Q. So you see that's a Certificate
25 of Conformity and it's signed -- and I think

1 Christopher Pierre

2 it might be notarized, I'm not sure?

3 MR. BIANCO: It's not notarized.

4 Q. But it is signed and it's signed
5 by Jill Brown, Attorney at Law; do you see
6 that?

7 A. I do.

8 Q. With respect to your -- with
9 respect to the lawsuit filed against you,
10 would you agree with me that a Certificate of
11 Conformity was attached to the complaint?

12 A. Yes.

13 Q. Thank you.

14 So you are not one of these many
15 in paragraph 53 of the amended complaint?

16 A. No, 'cause I got this.

17 Q. All right.

18 Turn to the paragraph specific to
19 you.

20 Mr. Pierre, I think it's page --
21 paragraph 88. It's page 30 of MCMP 12.

22 A. (Witness reviewing.)

23 Q. Above that it says, "Christopher
24 Pierre," that is you, correct?

25 A. That is me.

1 Christopher Pierre

2 Q. So now we look down. I want you
3 to pay your attention to, okay, where it says,
4 "Although." So it's "Although defendants
5 assert," you see that part of it, paragraph
6 88?

7 A. Yeah, how many sentences down?

8 Q. It's line, one, two, three, four,
9 five, six.

10 A. I have it.

11 Q. "Although defendants assert that
12 the purported debt was assigned to Midland by
13 Chase Bank, upon information and belief,
14 Midland does not possess and has never
15 possessed, nor ever seen any documentary
16 evidence supporting any of the purported debts
17 assigned to Midland by Chase Bank."

18 What do you think that means?

19 MR. BIANCO: Objection to the
20 form of the question.

21 You can answer for yourself.

22 A. If I am reading it properly, that
23 you guys, Midland, does not possess or seen
24 any documentary evidence supporting any of the
25 perpetrated debts assigned to Midland by Chase

1 Christopher Pierre

2 Bank, so...

3 Q. With respect to your account, I
4 think that's a pretty good analysis, too, with
5 respect to your account, is that true or not?

6 MR. BIANCO: Objection to the
7 extent that this document has a date on
8 it, so...

9 MR. SCHWARTZ: Okay.

10 MR. BIANCO: I want to be very
11 clear that we are not -- again, I don't
12 want to answer for him. Let's be very
13 clear.

14 Q. "On or about January 5, 2011,"
15 that's what the paragraph begins, that Midland
16 represented by defendant Rubin & Rothman
17 commenced an action against you in the Fourth
18 District Court of Suffolk County seeking
19 \$6,980.53 plus interest and costs, okay?

20 A. Okay.

21 Q. From that date, okay, then it
22 says, "Upon information and belief, Midland,
23 nor Rubin & Rothman made a reasonable effort
24 to verify Mr. Pierre's purported debt before
25 harassing him or before filing suit."

1 Christopher Pierre

2 Do you see that? Do you see that
3 sentence right there?

4 A. I do see that.

5 Q. Let me ask you -- let's stop
6 there and ask a question there.

7 It says that "Upon information
8 and belief, neither Midland" -- let's worry
9 about Midland. "Upon information and belief,
10 Midland did not make a reasonable effort to
11 verify your debt."

12 Would you believe that's -- I'm
13 trying to understand that statement, that you
14 believe that Midland didn't verify it prior to
15 filing of a lawsuit, correct?

16 MR. BIANCO: Objection to the
17 form of the question.

18 You can answer for yourself.

19 A. I agree.

20 Q. Okay.

21 Do you know what verified means,
22 just a common term, not a legal term?

23 A. Yeah, to make sure it's right.

24 Q. Now, did anybody -- you never
25 disputed the debt, you never said I don't owe

1 Christopher Pierre

2 this debt, I'm not sure of the amount, you
3 never told Midland that, did you?

4 A. I don't recall telling Midland.

5 Q. You never told --

6 A. Rubin & Rothman, yes.

7 Q. January 5, 2011, when the lawsuit
8 was filed, prior to that, you had
9 conversations with Rubin & Rothman, correct?

10 A. Prior to, yes, prior to the
11 lawsuit being filed I did, yes.

12 Q. During any of those previous
13 conversations, did you ever say to Rubin &
14 Rothman I don't owe this debt, it's not my
15 debt, it's too much, any dispute? Make it
16 very general: Did you ever dispute the debt?

17 A. No.

18 Q. Okay.

19 We'll leave it at that.

20 Let's go back to "Although."

21 "Although defendants assert that
22 the purported debt was assigned to Midland by
23 Chase Bank," okay, you say, "Upon information
24 and belief, Midland does possess documentary
25 evidence supporting that the account was, in

1 Christopher Pierre
2 fact, assigned to Midland by Chase Bank."

3 Do you see that?

4 A. I do.

5 Q. Now, we've looked at a lot of
6 documents. Do you think that's an accurate
7 statement with respect to your account?

8 MR. BIANCO: Objection. Again,
9 statement has a date on it.

10 MR. SCHWARTZ: As of January 5,
11 2011.

12 Q. Do you think that as of January
13 5, 2011 Midland did not have the bill of sale
14 that we looked at earlier, which was MCMP 3?

15 MR. BIANCO: Objection to the
16 form of the question.

17 You can answer, if you know.

18 A. I don't know. I am assuming they
19 did. I don't know for sure.

20 Q. Okay.

21 And the credit card agreement
22 that you are not sure is your agreement, do
23 you have any facts that show that prior to
24 January 5, 2011, Midland did not have a copy
25 of that agreement from Chase?

1 Christopher Pierre

2 MR. BIANCO: Objection to the
3 form of the question.

4 You can answer.

5 A. No, I'm assuming they had.

6 Q. We can go through this with the
7 affidavit of sale, which was MCM -- it was in
8 the -- I don't care. We can put it in real
9 fast. Rubin & Rothman 45. It was probably --
10 well, let's mark this. It will be easier,
11 MCMP 14.

12 (MCMP Exhibit 14, Document Bates
13 stamped R&R 000045, marked for
14 identification.)

15 Q. Let me hand you MCMP 14, which is
16 the affidavit of sale. I'm pretty sure it was
17 part of the bill of sale stuff we produced,
18 but there you go. Take a look at that.
19 Again, does that affidavit of sale, from an
20 employee of Chase, where she says on or about
21 September 21, 2010 Chase sold the account to
22 Midland Funding, right?

23 A. Correct.

24 Q. So we are talking about as of on
25 or about January 5, 2011 that Midland didn't

1 Christopher Pierre
2 possess any documents, any documentary
3 evidence supporting any of the purported debts
4 assigned to Midland by Chase Bank -- here is
5 what I'm going to ask you: You've seen all
6 these documents. With respect to your
7 account, assuming that Midland had these
8 before January 5, 2011, they would have
9 documents that would show that the account was
10 purchased -- was sold -- was sold by Chase to
11 Midland Funding, correct?

12 A. Right.

13 Q. And that Midland Funding was the
14 owner of the debt that they were trying to sue
15 you on?

16 A. Yes.

17 Q. Okay.

18 So if, in fact, Midland had these
19 records before January 5, 2011, that statement
20 wouldn't be accurate, although, with respect
21 to your account, not to the world at large,
22 just to you?

23 MR. BIANCO: Objection to the
24 form of the question.

25 You can answer.

1 Christopher Pierre

2 Q. It wouldn't be accurate, would
3 it?

4 A. No.

5 Q. It wouldn't be accurate?

6 A. It wouldn't be accurate.

7 Q. Very good. Thank you.

8 Now, it says -- in fact, the next
9 one, "Midland is incapable of ever proving the
10 existence of a debt or debt agreement as
11 Midland avoided collecting any of the
12 documentary evidence of the purported debt,
13 ranging from Mr. Pierre's credit card
14 application to the alleged credit card
15 purchases that compromised (sic) the purported
16 debt."

17 We agree that we haven't seen the
18 credit card agreement, right?

19 A. Correct.

20 Q. The application, I'm sorry, not
21 the agreement, the application.

22 A. Or the agreements.

23 Q. We'll disagree, because we
24 produced the cardmember agreement that Chase
25 says is the agreement that binds.

1 Christopher Pierre

2 I hope I didn't make that typo. Thank
3 you for correcting it.

4 Q. So that right there is -- other
5 than the credit card application, we've gone
6 over some documents that establish that the
7 bill of sale, the statements, the records from
8 Chase, the records from Midland and all the
9 data that shows this transfer, other than the
10 credit card application, would you agree that
11 we have provided you with statements regarding
12 the credit card purchases for your accounts?

13 MR. BIANCO: Objection to the
14 form of the question.

15 You can answer.

16 A. Yes, you did.

17 Q. And then the last part, "Midland
18 simply alleges that the Chase Bank debt is
19 legitimate, simply because Chase Bank
20 apparently told them so upon assignment."

21 Do you see that sentence?

22 A. Yes.

23 Q. Now, is that accurate? Is that
24 an accurate statement?

25 MR. BIANCO: Objection to the

1 Christopher Pierre

2 form of the question.

3 With respect to his account?

4 MR. SCHWARTZ: Well, it's only
5 about Christopher Pierre, so yeah.

6 Q. Is that true at this point?

7 A. In the terms that the actual
8 amount of debt, but, yes, I believe that it's
9 legitimate and you, Chase Bank, knew about
10 that upon the assignment.

11 Q. Let me just make sure we are
12 clear. I don't want to trip you up. I am
13 trying to get to the bottom of it.

14 That -- Chase Bank said that your
15 debt is a legitimate debt, okay, I don't think
16 there is going to be any debate about that.

17 Midland has documents showing
18 that your debt is legitimate, correct?

19 MR. BIANCO: Objection to the
20 form of the question.

21 You can answer.

22 A. Yes.

23 Q. Assume that we had these
24 documents before January 5, 2011, would that
25 statement be accurate?

1 Christopher Pierre

2 Is that an accurate statement?

3 MR. BIANCO: Objection to the
4 form of the question.

5 You can answer.

6 A. Yes.

7 Q. Again, I have to go back a little
8 bit.

9 Because Midland is assuming they
10 had these documents before January 5, 2011.
11 They have a whole lot of documents; they have
12 the statements, they have the agreement, the
13 cardmember agreement, which Chase says applies
14 to your account, may not, they say it does;
15 the Chase internal records, the Midland
16 records, the bill of sale, and the assignment
17 and all that information, including the data,
18 the electronic data from Chase, which had your
19 social security number and all that stuff we
20 looked at earlier, all those documents,
21 assuming that they were in the possession of
22 Midland, were available for Midland January 5,
23 2011; would you say that Midland simply said
24 well, Chase told us so, so it must be
25 legitimate or did they have documentary

1 Christopher Pierre

2 evidence?

3 MR. BIANCO: Objection to the
4 form of the question.

5 A. They had documentary evidence.

6 Q. Thank you.

7 When you said here -- now this is
8 paragraph 89, and this is the last paragraph
9 that covers you particularly; you see that?

10 A. I do.

11 Q. Okay.

12 Now, actually, you know what, I
13 don't think I have a question there. I don't
14 have a question.

15 I'm going to jump down. Here it
16 is.

17 MR. BIANCO: Can we take a break?

18 MR. SCHWARTZ: Take a quick break
19 and then I am hopefully going to wrap
20 up.

21 (Recess taken.)

22 BY MR. SCHWARTZ:

23 Q. Sir, I want you to turn to page
24 35 of MCMP 12, the second amended complaint.
25 It's the unjust enrichment section; do you see

1 Christopher Pierre

2 that?

3 A. I do.

4 Q. Now, here it says that plaintiff
5 well, "Plaintiff and members of the class"
6 paragraph 110, "Plaintiffs," meaning including
7 you "and members of the class have paid
8 substantial amounts to Midland in the form of
9 wage garnishments and attachments from default
10 judgments as well as settlements obtained
11 through the use of the fraudulent, deceptive
12 or misleading affidavits and affirmations
13 against plaintiffs and members of the class as
14 described above."

15 Do you see that?

16 A. I do.

17 Q. We talked about this before; your
18 wages weren't garnished?

19 A. They were not.

20 Q. There was no attachment, in other
21 words, property wasn't attached or anything
22 like that, correct?

23 A. Not to my knowledge there wasn't.

24 Q. No, okay.

25 Now, as well as settlements

1 Christopher Pierre
2 obtained through the use of fraudulent,
3 deceptive or misleading affidavits or
4 affirmations against you.

5 Are you aware of any fraudulent,
6 deceptive or misleading affidavits in
7 connection with the suit, the collection
8 action filed against you or for any other
9 purpose?

10 MR. BIANCO: Objection to the
11 form of the question.

12 You can answer for yourself.

13 A. Fraudulent affidavits, to my
14 knowledge, no.

15 Q. So let me ask you. Here we are
16 alleging -- let me try to be simple here, as
17 simple as possible.

18 Do you believe that Midland
19 Funding or Midland Credit Management was
20 unjustly enriched with respect to your debt?

21 MR. BIANCO: Objection to the
22 form of the question, to the extent that
23 that is a legal term.

24 Q. Do you know what unjust
25 enrichment means in lay terms?

1 Christopher Pierre

2 Q. I want to make sure we have a
3 clean record, okay?

4 A. Right.

5 Q. What you are saying is you admit
6 at the time the lawsuit was filed against you
7 by Rubin & Rothman, Midland Funding owned your
8 debt?

9 MR. BIANCO: Objection to the
10 form of the question.

11 He qualified that with based on
12 what he's seen today.

13 Q. Based on what you've seen today?

14 MR. BIANCO: You can answer.

15 MR. SCHWARTZ: I am not trying to
16 get money from you.

17 A. When it was originally sent to me
18 or asked me, I wasn't sure.

19 Q. I said that I am not accusing. I
20 am trying to clean the record up as we are
21 today.

22 MR. BIANCO: Ask the clean
23 question. I will let it go.

24 MR. SCHWARTZ: Sure.

25 Q. Sir, as we sit here today,

1 Christopher Pierre
2 through the course of this deposition, Request
3 for Admission Number 3, it requests that you
4 admit that at the time that judgment was
5 entered against you in the Chase Bank suit
6 brought by Rubin & Rothman, at that time
7 Midland Funding owned your account; do you
8 admit that?

9 A. Yes.

10 Q. Let's jump up to Request for
11 Admission Number 11. It's page 8 of MCMP 15.

12 By the way, this kind
13 of dovetails request number 11. Request for
14 Admission Number 12 -- no, you affirmed that.
15 You know what, never mind. That relied on
16 prior answers.

17 Let's go to request 21.

18 A. (Witness reviewing.)

19 Q. It's on page 13.

20 A. Yep.

21 Q. Now, Request for Admission Number
22 21 says, "Admit you received the Summons and
23 Complaint for the Chase Bank suit attached to
24 these requests as Exhibit A." That was --

25 MR. SCHWARTZ: Do you have a copy

1 Christopher Pierre
2 of the original request?

3 MR. JOHNSON: Yes.

4 Q. I want to show you the document
5 that we are relying upon here.

6 We don't need to mark this,
7 actually. Here, I want you to take a look at
8 that. If we need to mark it -- that was the
9 Exhibit A.

10 MR. BIANCO: So the record is
11 clear, we are showing Exhibit A to
12 Midland's Request to Admit to Plaintiff
13 Pierre?

14 MR. SCHWARTZ: Right. Correct.

15 MR. BIANCO: I am placing
16 Exhibit A before Chris.

17 Q. Take a look at that.

18 A. (Witness reviewing.)

19 Yes, this is what --

20 Q. Well, let me clarify.

21 It says in your response,
22 "Plaintiff states that after reasonable
23 inquiry, information known or readily
24 available to plaintiff is not sufficient to
25 enable plaintiff to admit or deny this

1 Christopher Pierre
2 request, as he does not recall whether he
3 received the Summons and Complaint for the
4 Chase Bank suit attached to these requests as
5 Exhibit A."

6 That was the response and what I
7 just need is a little bit of clarity.

8 Do you recall receiving that
9 Summons and Complaint?

10 MR. BIANCO: Objection to the
11 form of the question.

12 You can answer.

13 A. Yes.

14 Q. And do you recall how you
15 received that?

16 MR. BIANCO: Objection to the
17 form of the question.

18 Q. In other words, did you receive
19 it in the mail, did you receive it by somebody
20 came up to you, a process server, and said
21 here you go?

22 A. I was served by somebody. I'm
23 not sure what was served.

24 Q. Okay, but --

25 A. Somebody served me some paper.

1 Christopher Pierre

2 Q. A person came up and handed you
3 stuff?

4 A. They knocked on my door.

5 Q. Okay.

6 So then you admit that you
7 received the Summons and Complaint from Chase
8 Bank attached to the request as Exhibit A?

9 A. Yes.

10 Q. If you want to take a look at
11 Exhibit A in conjunction with Request for
12 Admission Number 22 --

13 A. (Witness reviewing.)

14 Q. "Admit that summons instructed
15 you must answer within 20 days after service
16 of the Summons and Complaint."

17 And here you didn't deny it and I
18 don't know why.

19 A. Maybe it's because it was all
20 caps.

21 Q. Sir, do you agree that that
22 Summons and Complaint in little Section A at
23 the bottom instructs you must answer within 20
24 days after service of the Summons and
25 Complaint?

1 Christopher Pierre

2 that?

3 MR. BIANCO: Objection to the
4 fact I am going to stand by the
5 response, but Chris can answer for
6 himself. After being here today, he can
7 answer for himself.

8 MR. SCHWARTZ: At some point it
9 has to be answered.

10 MR. BIANCO: My answer is it's
11 still premature. If you want to ask
12 Chris today, I am not going to stop him
13 from answering.

14 Q. Do you admit that you have no
15 evidence, that you personally have no evidence
16 that Rubin & Rothman lacked a reasonable basis
17 to file the lawsuit on behalf of Midland
18 Funding to recover on your Chase Bank account?

19 MR. BIANCO: Objection to the
20 form of the question.

21 You can answer for yourself
22 whether you have --

23 A. Do I have evidence, me
24 personally?

25 Q. Yes.

1 Christopher Pierre

2 A. I have no evidence, no, not me.

3 MR. BIANCO: So we are clear, the
4 reason why I believe these are denied is
5 you specifically defined as including
6 not only yourself, me, Alan, other
7 investigators. I want to be totally
8 clear. I am not playing games.

9 MR. SCHWARTZ: I understand that
10 that is probably the reason for this.
11 Now I have to distinguish it a little
12 bit.

13 MR. BIANCO: Fair enough.

14 Q. Request for Admission Number 28,
15 says, "Admit that you have no evidence that
16 Midland Funding furnished false information
17 concerning your Chase Bank account to any
18 credit reporting agency."

19 Now, do you see that?

20 A. I do.

21 Q. Do you have any evidence -- do
22 you have any facts that Midland Funding
23 furnished information concerning your Chase
24 Bank account to any credit reporting agency?

25 MR. BIANCO: Objection to the

1 Christopher Pierre

2 form of the question.

3 You can answer for yourself.

4 Q. I am not talking about false
5 information, I am just talking about
6 information, period.

7 MR. BIANCO: Same objection. You
8 can answer for yourself.

9 A. To what extent, that actually a
10 negative credit report was actually sent?

11 Q. That's what I'm asking you.

12 Do you have any understanding
13 that Midland Funding put bad information on
14 your credit report?

15 A. Okay. No, I don't have any -- I
16 have no evidence.

17 Q. Okay.

18 And so by extension then, you
19 have no information that Midland Funding put
20 false information, not only bad, but false
21 information on your credit report; would that
22 be accurate?

23 A. Again, I will go back to that
24 same argument about the actual amount.

25 Q. Okay.

1 Christopher Pierre

2 A. (Witness reviewing.)

3 Q. That's what we are asking, but
4 I'm going to ask you a question.

5 I'm going to ask you a question
6 that doesn't involve analysis of 1692e of the
7 Fair Debt Collections Practices Act, okay.

8 Do you have any facts, you
9 personally or understanding, as to any false
10 information that Midland conveyed to you?

11 MR. BIANCO: Objection to the
12 form of the question.

13 You can answer for yourself.

14 A. No, I have no facts.

15 Q. That Midland Funding engaged in
16 any misleading conduct with respect to you?

17 MR. BIANCO: Same objection.

18 You can answer.

19 A. Other than hiring the people from
20 Rubin & Rothman, no.

21 Q. And again, that was Midland
22 Credit Management not Midland Funding,
23 correct?

24 A. Yes.

25 Q. In other words, to the best of

1 Christopher Pierre
2 your knowledge, Midland Credit Management was
3 the people that hired Rubin & Rothman,
4 correct?

5 A. Correct.

6 Q. Is that your understanding?

7 A. Yes.

8 Q. Still don't understand this, but
9 Request for Admission Number 30 says, "Admit
10 that" -- you will see here, I am going to read
11 it.

12 "Admit that you have no evidence
13 supporting your assertion that MF," Midland
14 Funding "cannot actually demonstrate the
15 existence of a debt when lawsuits were filed
16 on its behalf to collect those debts in New
17 York State courts as you alleged in paragraph
18 7 of the amended complaint."

19 I am going to make that easier.

20 I am going to say, do you admit
21 that Midland Funding had documents in its
22 possession at any time that demonstrated the
23 existence of your debts?

24 MR. BIANCO: Objection to the
25 form of the question.

1 Christopher Pierre
2 Bank USA NA creditor, sold a pool of
3 charged-off accounts (the accounts) by a
4 purchase and sale agreement and a bill of sale
5 to Midland Funding, LLC (debt buyer) as part
6 of the sale of the accounts, electronic
7 records and other records were transferred on
8 individual accounts to the debt buyer."

9 And the debt buyer is Midland
10 Funding; you would agree with me?

11 A. Yes.

12 Q. So here we have a Chase person, a
13 CSD strategy analyst lead at Chase Bank
14 stating that on September 21, 2010, Chase sold
15 a portfolio of debts and accounts to Midland
16 Funding and that in part of that sale, the
17 electronic records and other records on
18 individual accounts, meaning your account,
19 were provided to Midland Funding; would you
20 agree with me that's what that says?

21 MR. BIANCO: Objection to the
22 form of the question.

23 A. Yes, I would agree.

24 Q. Let's go back to the request for
25 admission. When you said you believed, it was

1 Christopher Pierre

2 that's how I feel.

3 Q. Did you suffer any out-of-pocket
4 expenses as a result of the collective conduct
5 that Rubin & Rothman, Midland Funding, Midland
6 Credit Management -- you don't have to parse
7 it out, did you incur any out-of-pocket loss,
8 money-wise?

9 MR. BIANCO: Objection to the
10 form of the question.

11 A. I know I had to go file the
12 paperwork. I had to drive out to I guess
13 Riverhead that was.

14 Q. So would you say that in that
15 sense your out-of-pocket damages would be
16 what? To be honest, I don't know where
17 Riverhead is from where you are, but let's
18 assume that you are talking about 10 bucks, 50
19 bucks, 20 bucks; do you know?

20 A. It's not much; how's that?

21 Q. Did the entry of the judgment
22 against you on behalf of Midland Funding, did
23 that result in you seeking any kind of medical
24 treatment, psychiatric treatment or anything
25 like that?

1 Christopher Pierre
2 allegation that Midland Funding usually has no
3 right to obtain or even request any of the
4 underlying documentation of the original
5 alleged consumer debt that it purchases."

6 And that was paragraph 38 of the
7 complaint; do you see interrogatory 13?

8 A. Yes, I do see that.

9 Q. Now, you can look at the
10 complaint, but I will ask you that we do know
11 we looked at MCMP 14, which was the affidavit
12 of the seller, right there?

13 A. Yep.

14 Q. We talked about that. So do you
15 have any facts that would suggest that Midland
16 usually had no right to obtain or to request
17 the underlying documentation from the original
18 alleged consumer debt that it purchased?

19 MR. BIANCO: Objection to the
20 form of the question.

21 You can answer.

22 Q. I am talking about with Chase. I
23 am not talking about the world at large. I am
24 talking about your account.

25 A. No.

1 Christopher Pierre

2 Q. Okay.

3 So you wouldn't have any facts to
4 support that argument?

5 A. No, I wouldn't.

6 Q. Going back to MCMP 16,
7 Interrogatory 17, it's on page 12.

8 A. (Witness reviewing.)

9 Q. We went through that. Never
10 mind.

11 Good.

12 Look at Interrogatory Number 24
13 on page 14.

14 A. (Witness reviewing.)

15 Q. It says here "Identify all actual
16 damages that you claim to have incurred as a
17 result of the conduct of Midland Credit
18 Management and any facts substantiating your
19 claims for actual damages as alleged in the
20 prayer for relief."

21 Do you see that interrogatory?

22 A. Yes, I do.

23 Q. You responded that "We exceeded
24 the" -- well, you made several legal
25 objections, which I am sure your attorneys did

1 Christopher Pierre

2 BY MR. SCHWARTZ:

3 Q. Don't run from that statement.

4 We talked earlier -- we had shown
5 you a copy of -- real quickly, have a moment
6 off the record.

7 (Discussion held off the record.)

8 BY MR. SCHWARTZ:

9 Q. It was Bates stamped marked
10 MCM 0004 in MCMP 3; do you see that?

11 A. I do.

12 Q. We went over this. This was the
13 field data and field stuff at the top?

14 A. Yes, I see this.

15 Q. It identified the particulars for
16 Chris Pierre, the account, the sales, numbers,
17 phone numbers and all that stuff, right?

18 MR. BIANCO: What page?

19 Q. MCM 0004, the field data.

20 A. Okay, yes.

21 Q. That one, right.

22 Could you read the bottom out
23 loud, very bottom of the page, data printed?

24 A. "Data printed by Midland Credit
25 Management Inc., from electronic records

1 Christopher Pierre
2 provided by Chase Bank USA NA, pursuant to the
3 bill of sale/assignment of accounts dated
4 9/21/2010 in connection with the sale of
5 accounts from Chase Bank USA NA to Midland
6 Funding LLC."

7 MR. SCHWARTZ: I don't have any
8 further questions.

9 Thank you.

10 (Time noted: 4:50 p.m.)
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25